

AMENDMENT OF SOLICITATION/MODIFICATION OF SUBCONTRACT

1. AMENDMENT/MODIFICATION NO.
001

2. EFFECTIVE DATE
May 15, 1998

3. REQUISITION/PURCHASE REQ. NO.
285837

4. ISSUED BY: Fluor Daniel Fernald, Inc. (formerly FERMCO)
P.O. Box 398704
Cincinnati, OH 45239-8704

5. NAME AND ADDRESS OF SUBCONTRACTOR
(Name, street, county, state, and zip code)

ALL OFFERORS

a6. AMENDMENT OF SOLICITATION NO.

F98P285837

DATE

May 6, 1998

7. MODIFICATION OF SUBCONTRACT NO.

DATE

8. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 10. The hour and date specified for receipt of Offers is extended to 2 June, 1998.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 5 and 12, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or © By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

9. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF SUBCONTRACTS/ORDERS.

IT MODIFIES THE SUBCONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:
ORDER NO. IN ITEM 7.

THE CHANGES SET FORTH IN ITEM 10 ARE MADE IN THE CONTRACT

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 10.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: CONTRACTOR X is not. ☐ is required to sign this document and return _____ copies to the issuing office.

10. DESCRIPTION OF AMENDMENT/MODIFICATION:

1. The date set for receipt of proposals in paragraph L.13 is changed from May 29, 1998 to June 2, 1998.
2. Pages 2 through 5 of this Amendment are a compilation of questions submitted since issuance of the basic RFP with the FDF answer to each question.
3. Paragraph H.6, FDF WORKING DAYS, is modified as indicated on the attached replacement page.
4. Paragraph L.10.B, TECHNICAL/MANAGEMENT PROPOSAL - Requirements, is modified as indicated on the attached replacement page.

Except as provided herein, all terms and conditions of the document 6 or 7, remain unchanged and in full force and effect.

11A. NAME AND TITLE OF SIGNER (Type or print)

12A. Fluor Daniel Fernald
Philip A. Woodard, Contract Administrator

11B. SUBCONTRACTOR/OFFEROR

(Signature of person authorized to sign)

11C. DATE SIGNED

12B.

(Signature)

12C. DATE SIGNED

Questions & Answers
RFP F98P285837 - Staff Augmentation Services

Question 1: Paragraph B.3.A very clearly states that offerors should supply their Direct Labor Multiplier. However, it is unclear if we should also supply labor rates for the categories listed in Section C - Statement of Work.

Answer 1: Direct Labor rates will be submitted with each resume (see para. C.3.6.b.)

Question 2: Paragraph B.3.B, Direct Labor Multiplier (DLM) - Will we be permitted to submit separate DLMs for team members? Is it necessary to submit a cost breakdown for the DLM?

Answer 2: No to both questions.

Question 3: Paragraph B.3.E, Direct Labor Rate Adjustments - How will annual adjustments affect the DLM?

Answer 3: Adjustments will not be made to the DLM.

Question 4: Paragraph B.4, Travel and Other Costs - Will non-exempt employees be reimbursed for business related travel?

Answer 4: Basic Ordering Agreement (BOA) holders will be reimbursed for all employees authorized business related travel in accordance with Section J, Attachment VII. Authorized is defined as being approved by the line supervisor.

Question 5: Paragraph B.4, Travel and Other Costs - It is our understanding that all authorized project related travel and living expenses will be directly reimbursed to the employee by FDF using HR-0126. Is this correct?

Answer 5: No. FDF will reimburse the BOA holder for authorized business travel.

Question 6: Paragraph B.4, Travel and Other Costs - In the event that a successful candidate for a position is not available locally, will relocation costs be reimbursed?

Answer 6: No. Relocation cost are the responsibility of the BOA holder. For assignments of less than a year, we may authorize per diem and living expenses. For assignments exceeding a year, per diem and living expenses will not be reimbursed. The only time we would reimburse relocation is under the condition described in paragraph H.9.

Question 7: Paragraph C.3.1.2 and C.3.2, Training - Who will incur the cost of employees time during required training?

Answer 7: FDF will reimburse the BOA holder for an employee's FDF required training, except when the employee fails to pass required training (see para. H.17.C)

Question 8: Paragraph C.3.5, FDF Pre-screening Requirements, Item 3 indicates that a security background check may be required for proposed candidates. Will FDF cover the cost of this background check?

Answer 8: FDF will perform the background check on those rare occasions that it is necessary.

Question 9: Paragraph C.3.11, Benefit Package, states that Sellers shall offer ALL staff augmentation personnel basic medical group health insurance with competitive employee contributions for self, family, and/or dependent(s) and will also provide for at least six paid holidays and provide for paid vacation and sick leave. The amount of vacation and sick leave are not specified. Attachment VIII states that in addition to the minimum hourly wage, the required fringe benefits include \$.90 per hour for Health & Welfare, two weeks vacation after one year, plus ten paid holidays. How many holidays, vacation days and sick days must we provide? Is the \$.90 per hour for Health & Welfare sufficient to cover the group health insurance? Do we comply with the requirements if the hourly wage paid to the employee exceeds the minimum hourly wage plus all fringe benefits?

Answer 9: Attachment VIII are the absolute minimums required by law for those employees in the job categories listed in Attachment VIII. The \$.90 is a minimum. The law does not restrict you from paying more if that's what you need to do to satisfy para. C.3.11. Paragraph C.3.11 is intended to set minimum benefits for all employees, even when they are not covered by the Service Contract Act of 1965(SCA). We are leaving each offeror the latitude to structure their benefits. We are not specifying minimum sick and vacation days, but we will evaluate this area as specified in para. L.10. The SCA requires a minimum of ten holidays, while para. C.3.11 requires only six. If an employee is under the SCA, he or she must be given ten holidays. Any other employee must be offered at least six.

Question 10: Paragraph G.3, Taxes - Please clarify the taxable portion of the contract work, the nature of the tax and who is responsible for paying it.

Answer 10: The nature of the tax is "Ohio state and local sales and use tax currently imposed at the combined rate of 6.0%". The taxable portion of the work will depend on several factors such as the type of work and length of service. The seller should assume each task order is taxable unless FDF specifies prior to the first billing that the task order is exempt. The seller is responsible for payment of the tax. FDF will reimburse the seller for the tax when listed on the invoice as a separate item.

Question 11: Paragraph H.6, FDF Working Days - It appears that Christmas Eve and Christmas Day are transposed in the last two sentences of the paragraph. Please confirm.

Answer 11: Confirmed. See the revised page attached to this amendment.

Question 12: Paragraph H.17, Seller Personnel, in part states that the seller is responsible for supervising it's personnel. Since this is a staff augmentation contract, is FDF responsible for the day to day supervision and task assignment for personnel provided on this agreement.

Answer 12: Yes.

Question 13: Paragraph H.17, Seller Personnel, in part states that the seller may be directed by the FDF Contract Administrator to remove an employee for reasons of security or misconduct. Will this direction be provided to the seller in writing?

Answer 13: Yes, most likely by e-mail.

Question 14: Section J, Attachment VI, Confidentiality Certificate and Disclosure - Section L does not require submission of this certificate. Should this certificate be provided for prime and/or team members?

Answer 14: Neither. The certificate is provided as a sample of what each employee will be required to sign as he or she starts each assignment. See para. C.3.4.

Question 15: Section J, Attachment VIII, Page 7 - The paragraph at the top of the page requires different levels of vacation benefit based on years of service with the current or subsequent contractor. How many of the current employees currently on contract have met the various levels?

Answer 15: FDF does not have that information.

Question 16: Section I, General Provision A.43(b). Is a full time resident supervisory person required for this order?

Answer 16: FDF does not require it for this BOA.

Question 17: Section K, Representations and Certifications - Are Reps and Carts required for each team member?

Answer 17: Yes.

Question 18: Paragraph L.7, Notice of Partial Small Business Set-Aside. Please clarify how the award decision process will apply to set-asides.

Answer 18: FDF will award the non set-aside portion of the RFP first. If large firms are the highest rated, they could win the award without teaming. For example, if FDF decides to award eight BOAs, the first two would be awarded under full and open competition to the two highest rated offerors, regardless of size. The next four would be awarded to the four highest rated small offerors, regardless of socio-economic status. The last two awards would go to the highest rated offeror who is a small disadvantaged business.

Question 19: Paragraph L.9.C., Volume and Copies - The RFP states that the Management/Technical Proposal is limited to 30 double-spaced pages excluding Past Experience, Basic Medical Group Health Insurance Plan and Program Manager's Resume. It further states that Past Experience is limited to 6 double-spaced pages. Therefore, we are not to exceed 36-double spaced pages. Is this correct?

Answer 19: Yes.

Question 20: Paragraph L.9.C., Volume and Copies - In trying to maintain the 6 double-spaced page limit for the Past Experience Section, is it acceptable to present the information in a landscape tabular format in a slightly smaller font?

Answer 20: Yes.

Question 21: Paragraph L.9.C., Volume and Copies - Are the Table of Contents, Appendices, Cover Page, and Tabs included in the page count?

Answer 21: Table of Contents and Appendices - yes. Cover Page and Tabs - no.

Question 22: Paragraph L.9.E - Paper size, Typing and Space - Do fold-out pages count as one page?

Answer 22: Yes, providing it's not primary text.

Question 23: Paragraph L.10.B.1.c & f - Technical/Management proposal - It appears that these two sections are in the wrong place. Would it be better for sections c. and f. to comprise the Introduction to the Experience Section (B.1.)?

Answer 23: Yes. See revised page L-4 in this Amendment.

Question 24: Is Teaming allowed? If so, would we be required to submit 5 Past Performance reviews for each company or for the combined team?

Answer 24: Teaming is allowed. We want at least one performance review for each member of the team. We are looking for a total of 5 Data Matrix' for each team. If there are more than 5 team members, FDF will accept one performance review for each team member.

Question 25: Paragraph L.10.B.1.- I assume L.B.1 is the Past Experience section limited to 6 double-spaced pages. Responding to a - f for prior contracts in only 6 pages DOUBLE-spaced will be difficult. For example, if an offeror describes 5 contracts (say those listed in Att II Past Performance Data Matrix), that would only allow 1DOUBLE-spaced page per contract and 1 final page for the matrix (which actually isn't double spaced). Am I correct in assuming these are the conditions that the Past Experience Section is limited to?

Answer 25: Yes. Past experience is limited to six total pages including the Data Matrix.

Question 26: Paragraph B.2.d, Management/Business Approach, requires a copy of the major medical health plan be submitted. Do we submit a copy of the medical health plan policy or just a summary of the plan?

Answer 26: A summary of the plan with sufficient detail for evaluation.

Question 27: The pricing structure does not appear to allow room for a seller to implement a program to reward superior performance. Could this be added to the RFP.

Answer 27: The BOA is formatted so that each BOA holder will have the flexibility to develop and manage its own merit raise program. Para. B.3.A only requires that the initial DLR be the rate actually paid to the employee. This initial DLR is in effect only until the next anniversary date of the award of the BOA, when the DLR is adjusted. There is no requirement in the BOA provision that requires that the DLR be the same as the payment to the employee after the adjustment.

Question 28: When do the current BOAs end?

Answer 28: Current BOAs have various expirations over the next two and one-half years.

Question 29: How do you plan to distribute incumbent's personnel to new awardees?

Answer 29: Incumbent's personnel will stay on current tasks until expiration or until an individual leaves for any reason. The vacant position will then be filled as prescribed in para. C.3.6.

Question 30: How will distribute new requirements to the new awardees?

Answer 30. As prescribed in para. C.3.6.